



STANDARD SELF STORAGE LICENCE AGREEMENT

Storage Vault,
Fullarton Road,
Glasgow, G32 8YL

STORER DETAILS

Company Name: No:

Ms/Mrs/Mr/Miss First Name: Surname:

Home/Business Address: Postcode:

Postal Address:

Postcode:

Phone Nos: Work: Mobile:

Email:

I consent to receiving correspondence from this facility by SMS to the mobile number above: **Yes, I consent to SMS notification.**

By consenting to receiving all correspondence from this facility by email, you agree that no notices or correspondence will be sent by traditional mail. It is your obligation to update your email address when necessary: **Yes, I consent to email only.**

Alternate Contact Person (ACP) For contacting regarding accounts and other matters if Storer not contactable – not for access to unit.

Ms/Mrs/Mr/Miss First Name: Last Name:

Home/Business Address: Postcode:

Phone Nos: Home: Mobile:

Email:

Please advise us immediately if your address or contact numbers or those of your alternate contact person change.

Cross this box if you CONSENT to being contacted by Storage Vault for feedback after this contract expires

Note: You can withdraw your consent at any time by contacting us – please see our PRIVACY POLICY on our website for more details.

STORAGE DETAILS

Unit ref: Unit size: Storage period from: and then extended automatically until 7 days notice is given by either party.

Note: Unit sizes are approximate and there may be small variations in your unit size from those described. If you have exact requirements, ensure your size is correct with the Facility before signing this contract. In signing this contract you agree to the actual size of the unit you use and not any represented unit size.

STORAGE COSTS

Storage: £ inc. VAT per calendar month

Late payment fee: Greater than £10 or 10% of storage fee after 7 days.

I/We accept/decline the offer of insurance of my/our goods through Storage Vault.

Replacement value of goods £

Insurance: £ inc. rate of IPT per calendar month.

Storer's signature: **X**

PLEASE READ CONDITIONS OVERLEAF CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM.

I/We confirm that I/we have read and agree to be bound by the conditions of this agreement as shown overleaf.

Storer's signature: **X**

Date of this agreement:

Accepted by Storage Vault.

MAIN POINTS (SEE OVER)

- Storer owns or is authorised to store the Goods (Clause 1).
- Storage fees must be paid in advance and on time (Clause 4).
- If you fail to comply with the conditions of this agreement Storage Vault will have certain rights which include forfeiture of your Deposit and the right to seize and sell and/or dispose of your goods (Clause 5).
- Storer must secure the Unit (Clause 16).
- Storer must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods (Clause 17).
- Storer must check the Unit is suitable for storing the Goods (Clause 22).
- In the event that Storage Vault do not arrange cover for your goods in storage our liability is limited as set out in Clause 26 of this agreement.
- Goods are stored at your sole risk. You must take out insurance cover.
- Storage Vault may use and share your personal and other data in certain circumstances (Clause 32).
- 7 days notice must be given for termination of this agreement (Clause 36).

I/We acknowledge that these main points have been drawn to my/our attention and I have read and understood them.

Storer's signature: **X**

For office use:

Print Name:

Signature:

Position:

CONDITIONS OF AGREEMENT

STORAGE:

1. So long as all fees are paid up to date, Storer: (a) is licensed to store Goods in the Unit allocated to Storer by STORAGE VAULT LIMITED from time to time and only in that Unit; (b) is deemed to have knowledge of the Goods in the Unit; and (c) warrants that it is the owner of the Goods in the Unit and/or entitled at law to deal with them in accordance with all aspects of this Agreement as agent for the owner.

2. STORAGE VAULT LIMITED: (a) does not have and will not be deemed to have knowledge of the Goods; (b) is not a bailee or a custodian nor a warehouseman of the Goods and Storer acknowledges that STORAGE VAULT LIMITED does not take possession of the Goods; and (c) does not grant any lease or tenancy of the Unit.

COST:

3. Storer must pay the Deposit on signing this Agreement. The Deposit (or the balance of it after any appropriate deductions for unpaid Fees, repairs, cleaning or other charges to put right any breach of this Agreement by Storer) will be refunded by cheque or electronic transfer within 21 days of termination of this Agreement.

4. Storer is responsible to pay: (a) the Storage Fee (being the amount set out in the cover sheet or as most recently notified to Storer by STORAGE VAULT LIMITED) payable in advance on the first day of each storage period (Due Date) and it is Storer's responsibility to see that payment is made directly to STORAGE VAULT LIMITED on time and in full throughout the period of storage. STORAGE VAULT LIMITED does not normally bill for fees. Any Storage Fees paid by direct transfer will not be credited to Storer's account unless the Storer identifies the payment clearly and as directed by STORAGE VAULT LIMITED and STORAGE VAULT LIMITED shall have no liability to and shall be indemnified by Storer if STORAGE VAULT LIMITED takes steps to enforce the Agreement (including the sale of Goods) due to the Storer's failure to identify a payment. STORAGE VAULT LIMITED will not accept that payment has been made until it has received cleared funds and, if any payment is later dishonoured, may charge the Cheque Return Fee; (b) the Cleaning Fee or charges for repairs, to be invoiced at STORAGE VAULT LIMITED's discretion as per clause 19; (c) a Late Payment Fee each time a payment is late; (d) any costs incurred by the STORAGE VAULT LIMITED in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, unit inventory, debt collection, personnel and/or default action costs and associated legal and professional fees; and (e) any government taxes or charges (including any value added tax) levied on any supplies made under this Agreement. Where Storer has more than one agreement with STORAGE VAULT LIMITED, all will form one account with STORAGE VAULT LIMITED and STORAGE VAULT LIMITED may in its sole discretion elect to apply any payment made by or on behalf of Storer on this agreement against the oldest Debt due from Storer to STORAGE VAULT LIMITED on any agreement in the account.

DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS:

5. STORAGE VAULT LIMITED takes the issue of prompt payment very seriously and has a right of lien. Regardless of Condition 35, if any sum owing to STORAGE VAULT LIMITED is not paid when due, Storer authorises STORAGE VAULT LIMITED without further notice to: (a) refuse Storer and its agents access to the Goods, the Unit and the Facility and overlock the Unit until the amount due and other fees related to it (Debt) have been paid in full; (b) enter the Unit and inspect and/or remove the Goods to another unit or site and to charge Storer for all reasonable costs of doing so on any number of occasions; and (c) apply the Deposit against the Debt and, if insufficient to clear it in full, hold onto and/or ultimately sell or dispose of some or all of the Goods in accordance with Condition 7. Storer acknowledges that (a) STORAGE VAULT LIMITED shall be entitled to continue to charge for storage from the date the Debt becomes due until payment is made in full or the Goods are sold or disposed of; (b) STORAGE VAULT LIMITED will sell the Goods as if STORAGE VAULT LIMITED was the owner and will pass all rights of ownership in the Goods to the buyer; and (c) if Storer does not pay fees on the Due Date, the value of any discounts and special offers (including periods of free storage) which Storer has received will be payable by Storer in full.

6. On expiry or termination of this Agreement, if Storer fails to remove all Goods from the Unit, STORAGE VAULT LIMITED is authorised to treat the Goods as abandoned and may sell or dispose of all Goods by any means in accordance with Conditions 7 to 9. Storer is liable for Storage Fees for the period from abandonment to the sale or disposal of the Goods together with any costs of disposal (Debt).

7. Before STORAGE VAULT LIMITED sells or disposes of the Goods, it will give Storer notice in writing directing Storer to pay (if Storer is in default) or collect the Goods (if they are deemed abandoned). This notice will be sent by registered or recorded delivery

to the address last notified by Storer to STORAGE VAULT LIMITED in writing or by email only if you have elected not to receive traditional mail. If no address within the UK has been provided, STORAGE VAULT LIMITED will use any land or email address it holds for Storer and any ACP. If Storer fails to pay the Debt and/or collect the Goods (as appropriate) STORAGE VAULT LIMITED will access your space and begin the process to sell or dispose of the Goods. Storer consents to and authorises the sale or disposal of all Goods without further notice regardless of their nature or value. STORAGE VAULT LIMITED will sell the Goods for the best price reasonably available in the open market, taking into account the costs of sale. STORAGE VAULT LIMITED may also require payment of default action costs, including any costs associated with accessing the Unit and disposal or sale of the Goods, which shall be added to the Debt.

8. Sale proceeds will be applied first against the cost of removal and sale of Goods and second to pay the Debt. If sale proceeds do not discharge all of these costs and the Debt, Storer must pay STORAGE VAULT LIMITED the balance within 7 days of a written demand from STORAGE VAULT LIMITED. STORAGE VAULT LIMITED may take action to recover the balance and any legal and administration costs incurred in doing so. If sale proceeds exceed the amount due from Storer, STORAGE VAULT LIMITED will hold the balance for Storer but no interest will accrue on it.

9. If, in the opinion of STORAGE VAULT LIMITED and entirely at the discretion of STORAGE VAULT LIMITED, a defaulting Storer's Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, Storer authorises STORAGE VAULT LIMITED to treat the Goods as abandoned and STORAGE VAULT LIMITED may dispose of all Goods by any means at Storer's cost. STORAGE VAULT LIMITED may dispose of Storer's Goods in the event that Goods are damaged due to fire, flood or other event that has rendered them, in the opinion of the STORAGE VAULT LIMITED, severely damaged, of no commercial value, or dangerous to persons or property. STORAGE VAULT LIMITED does not need the prior approval of Storer to take this action but will send Notice to Storer within 7 days of assessing the goods.

10. Any items left unattended in common areas or outside the Storer's Unit at any time may at STORAGE VAULT LIMITED's discretion be moved, sold or disposed of immediately with no liability to STORAGE VAULT LIMITED.

ACCESS:

11. Storer has the right to access the Unit during Access Hours as posted by STORAGE VAULT LIMITED and subject to the terms of this Agreement. STORAGE VAULT LIMITED will try to provide advance warning of changes to Access Hours by notice at the Facility but reserves the right to change Access Hours temporarily to other reasonable times without giving prior notice.

12. Only Storer or others authorised or accompanied by Storer (its Agents) may access the Unit. Storer is responsible for and liable to STORAGE VAULT LIMITED and other users of the Facility for its own actions and those of its Agents. STORAGE VAULT LIMITED may (but is not obliged to) require proof of identity from Storer or any other person at any time and, at STORAGE VAULT LIMITED's sole discretion, may refuse access to any person who is unable to produce satisfactory proof.

13. STORAGE VAULT LIMITED may refuse Storer access to the Unit and/or the Facility where moneys are owing by Storer to STORAGE VAULT LIMITED, whether or not a formal demand for payment has been made, or if STORAGE VAULT LIMITED considers the safety or security of any person, unit or goods on or at the Facility has been threatened or may be put at risk.

14. Storer should not leave a key with or permit access to the Unit to any person other than its own Agent who is responsible to Storer and subject to its control. If Storer does so, it does so at its own risk.

15. Storer authorises STORAGE VAULT LIMITED and its agents and contractors to enter the Unit in the following circumstances and to break the lock if reasonably necessary to gain entry: (a) on not less than 7 days' notice to inspect or carry out repairs or alterations to the Unit or any other part of the Facility; (b) without prior notice (but with notice as soon as practicable after the event) in the event of an emergency (including for repair or alteration) or to prevent injury or damage to persons or property; or if STORAGE VAULT LIMITED believes the Unit is being used to store prohibited goods or for a prohibited purpose; or if STORAGE VAULT LIMITED is obliged to do so by law, by the Police, Fire Services, Trading Standards, HM Revenue & Customs, competent authority or by a Court Order; or to relocate the Goods or exercise STORAGE VAULT LIMITED's lien or power of sale or disposal in accordance with this Agreement.

CONDITIONS:

16. Storer will be solely responsible for providing a secure padlock for the Unit and ensuring it is locked so as to be secure from unauthorised entry at all times when the Storer is not in the Unit.

STORAGE VAULT LIMITED will not be responsible for locking any unlocked Unit. Storer is not permitted to apply a padlock to the Unit in STORAGE VAULT LIMITED's overlocking position and STORAGE VAULT LIMITED may have any such padlock forcefully cut off at Storer's expense. Where applicable, Storer will secure the external gates and/or doors of the Facility.

17. Storer must not store (or allow any other person to store) any of the following in the Unit: (a) food or perishable goods unless securely packed so they are protected from and do not attract vermin; (b) any living creatures; (c) combustible or flammable substances such as gas, paint, petrol, oil, cleaning solvents or compressed gases; (d) firearms, explosives, weapons or ammunition; (e) chemicals, radioactive materials, biological agents; toxic waste, asbestos or other potentially hazardous substances; (f) any item that emits fumes, or odours; (g) any illegal item or substances or goods illegally obtained such as illicit (counterfeit/smuggled) tobacco or alcohol and unlicensed or unsafe goods (such as toys, electrical goods, medicines, aerosols, cosmetics, fireworks); (h) goods which are environmentally harmful or that are a risk to the property of any person; (i) currency, deeds and securities; and (j) items which are unique in nature and/or where the value to the Storer cannot be assessed on a financial basis. Storer will be liable under Condition 28 for any breach of this Condition 17.

18. Storer will use the Unit solely for the purpose of storage and shall not (or allow any other person to): (a) use the Unit as offices or living accommodation or as a home, business or mailing address; (b) use or do anything at the Facility or in the Unit which may be a nuisance to STORAGE VAULT LIMITED or any other person (including the escape of any substance or odour from or generation of noise or vibration which may be heard or felt outside the Unit); (c) use or do anything at the Facility or in the Unit which may invalidate or increase premiums under any insurance policies of STORAGE VAULT LIMITED or any other person; (d) paint or make alterations to or attach anything to the internal or external surfaces of the Unit; (e) connect or provide any utilities or services to the Unit unless authorised by STORAGE VAULT LIMITED; or (f) cause damage to the Unit or any part of the Facility (which includes by removal, haulage or delivery contractors) or create any obstruction or leave items or refuse in any common space within the Facility.

19. Storer must maintain the Unit by ensuring it is clean and in a state of good repair. In the event of uncleanliness or damage to the Unit or Facility, STORAGE VAULT LIMITED will be entitled to retain the Deposit, charge a Cleaning Fee, and/or claim full reimbursement from the Storer of the reasonable costs of repairs, replacement, restoration, proper compensation or disposal of refuse.

20. Storer must (and ensure that its Agents) use reasonable care on site and have respect for the Facility and other unit users, inform STORAGE VAULT LIMITED of any damage or defect immediately it is discovered and comply with the reasonable directions of STORAGE VAULT LIMITED's employees, agents and contractors and any other regulations for the use, safety and security of the Facility as STORAGE VAULT LIMITED shall issue periodically.

21. This Agreement does not confer on Storer any right to exclusive possession of the Unit and STORAGE VAULT LIMITED reserves the right to relocate Storer to another Unit not smaller than the current Unit (a) by giving 14 day's notice during which the Storer can elect to terminate their agreement under Condition 35 or (b) on shorter notice if an incident occurs that requires the Unit or section where it is located to be closed or sealed off. In these circumstances, STORAGE VAULT LIMITED will pay Storer's reasonable costs of removal if approved in writing by STORAGE VAULT LIMITED in advance of removal. If Storer does not arrange removal by the date specified in STORAGE VAULT LIMITED's notice, then Storer authorises STORAGE VAULT LIMITED and its agents to enter Unit acting as Storer's agents and at Storer's risk (except for damage caused wilfully or negligently which is subject to the limitations in Condition 26) remove the goods. Following removal this agreement will be varied by substitution of the new Unit number but otherwise continues in full force and effect at the rate in force for the original Unit at the time of the removal.

22. Storer must ensure the Unit is suitable for the storage of the Goods intended to be stored in it and is advised to inspect the Unit before storing Goods and periodically during the storage period. STORAGE VAULT LIMITED makes no warranty or representation that any unit is suitable for any particular goods and accepts no liability in this regard.

23. STORAGE VAULT LIMITED may refuse to permit Storer to store any Goods or require Storer to collect any Goods if in its opinion storage of such Goods creates a risk to the safety of any person or property.

24. Storer must give Notice to the STORAGE VAULT LIMITED in writing of the change of address, phone numbers or email address of the Storer or the Alternate Contact Person ("ACP") within 48 hours of any change. Storer agrees STORAGE VAULT LIMITED is entitled to discuss any default by the Storer with the ACP registered on the front of this Agreement.

RISK AND RESPONSIBILITY:

25. STORAGE VAULT LIMITED will not be liable for any loss or damages suffered by Storer resulting from an inability to access the Facility or the Unit, regardless of the cause.

26. The Goods are stored at the sole risk and responsibility of Storer who shall be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods caused by any reason. STORAGE VAULT LIMITED excludes all liability in respect of (a) loss or damage to Storer's business, if any, including consequential loss, lost profits or business interruption; (b) loss of or damage to Goods or any claim for return of the Storage Fees except where this results from STORAGE VAULT LIMITED's negligence or breach of contract, in which case STORAGE VAULT LIMITED's liability will be limited to the sum of £100 in total. STORAGE VAULT LIMITED does not exclude liability for physical injury to or the death of any person and which is a direct result of negligence or wilful default on the part of STORAGE VAULT LIMITED, its agents and/or employees.

27. STORAGE VAULT LIMITED does not insure the Goods and it is a condition of this Agreement that the Goods remain adequately insured at all times for their Replacement Value (as set out on the cover sheet) while they are in storage. Storer warrants that such cover is in place, that it will not allow or cause such cover to lapse and that the aggregate value of Goods in the Unit from time to time will not exceed the Replacement Value. STORAGE VAULT LIMITED does not give any advice concerning insurance cover given by any policy and Storer must make its own judgment as to adequacy of cover even when facilitated by the STORAGE VAULT LIMITED. Inspection of any insurance documents provided by Storer to demonstrate cover does not mean STORAGE VAULT LIMITED has approved the cover or confirmed it is sufficient.

28. Storer will be liable for and compensate STORAGE VAULT LIMITED for the full amount of all claims, liabilities, demands, damages, costs and expenses (including any reasonably incurred legal and professional fees) incurred by STORAGE VAULT LIMITED or third parties (Liabilities) resulting from or incidental to (a) the use of the Unit (including but not limited to the ownership or storage of Goods in the Unit, the Goods themselves and/or accessing the Facility) or (b) breach of this Agreement by Storer or any of its Agents or (c) enforcement of any of the terms of this Agreement.

29. Storer acknowledges and agrees to comply with this Agreement and all relevant laws and regulations as are or may be applicable to the use of the Unit. This includes laws relating to the material which is stored and the manner in which it is stored. Liability for any and all breach of such laws rests absolutely with Storer, and includes any and all Liabilities resulting from such a breach.

30. If STORAGE VAULT LIMITED has reason to believe that Storer is not complying with all relevant laws STORAGE VAULT LIMITED may take any action it believes to be necessary, including but not limited to the action outlined in Conditions 15 and 35, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at Storer's expense. Storer agrees that STORAGE VAULT LIMITED may take such action at any time even though STORAGE VAULT LIMITED could have acted earlier.

31. In respect of circumstances outside STORAGE VAULT LIMITED's reasonable control, STORAGE VAULT LIMITED shall have no liability under or be considered to be in breach of this Agreement for any delay or failure in performance of its obligations under this Agreement or any resulting loss or damage to Goods. Such circumstances include any Act of God, riot, strike or lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Facility by, or arrest or seizure or confiscation of Goods by, competent authorities. If this happens, STORAGE VAULT LIMITED will not be responsible for failing to allow access to the Goods, Unit and/or the Facility for so long as the circumstances continue. STORAGE VAULT LIMITED will try to minimise any effects arising from such circumstances.

PERSONAL INFORMATION:

32. STORAGE VAULT LIMITED collects information about Storer on registration and whilst this Agreement continues, including personal data (Data). STORAGE VAULT LIMITED processes Data in accordance with the General Data Protection Regulation and all associated laws. STORAGE VAULT LIMITED uses Data to process payments, communicate with Storer and generally maintain Storer's account, to comply with its legal obligations and for its legitimate business interests. STORAGE VAULT LIMITED may share Data with, and collect Data from, credit reference or fraud prevention agencies and trade associations of which STORAGE VAULT LIMITED is a member. If Storer does not pay Fees when due, STORAGE VAULT LIMITED may share Data with debt collection agents. If Storer applies for STORAGE VAULT LIMITED's insurance, STORAGE VAULT LIMITED will pass Data on to the

insurer, who may enter such Data onto a register of claims shared with other insurers to prevent fraudulent claims. STORAGE VAULT LIMITED will release Data and other account details at any time if it considers in its sole discretion this is appropriate: (a) to comply with the law; (b) to enforce this Agreement; (c) for fraud protection and credit risk reduction; (d) for crime prevention or detection purposes; (e) to protect the safety of any person at the Facility, (f) if STORAGE VAULT LIMITED considers the security of any unit at the Facility or its contents may otherwise be put at risk. Also, if STORAGE VAULT LIMITED sells or buys any business or assets, it may disclose Data and account details to the prospective seller or buyer of such business or assets or if substantially all of STORAGE VAULT LIMITED's assets are acquired by a third party, Data and account details will be one of the transferred assets. Individuals have the right to request a copy of the information that STORAGE VAULT LIMITED holds on them, to request that inaccurate Data is rectified, to restrict how Data is used and in certain circumstances to have Data deleted. Requests for any of these should be emailed or sent to the addresses on the cover sheet to our Data Compliance Manager. . More details on how STORAGE VAULT LIMITED uses Data and Storer's rights in relation to Data are set out in FO's Privacy Notice which can be viewed on its website or provided on request.

33. If Storer gives consent, STORAGE VAULT LIMITED will use Data for marketing purposes, including to provide Storer with information on products or services provided by FO in response to requests from Storer or if STORAGE VAULT LIMITED believes they may be of interest. Storer's choice with regard to the relevant use of Data is indicated in the cover sheet and can be changed at any time by Storer contacting STORAGE VAULT LIMITED.

NOTICE:

34. Notices to be given by STORAGE VAULT LIMITED or Storer must be in writing and must either be delivered by hand or sent by pre-paid post. STORAGE VAULT LIMITED may also give Notice to Storer by SMS or email if Storer has elected to receive correspondence this way. Notices shall be deemed received at the time of delivery by hand, one hour after sending by email or SMS or 48 hours after posting. Notices from STORAGE VAULT LIMITED to Storer will be sent to the address on the cover sheet or the most recent address in England notified to STORAGE VAULT LIMITED. In the event of not being able to contact the Storer at the last notified address or other contact including SMS or email, Notice is deemed to have been given to Storer if STORAGE VAULT LIMITED serves that Notice on the ACP as identified on the front of this Agreement at the last notified address or other contact including SMS or email of the ACP. Any notice from Storer must be sent to the STORAGE VAULT LIMITED at the address on the cover sheet. In the event that there is more than one Storer, Notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this Agreement.

TERMINATION:

35. Either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated on the cover sheet ending on any Due Date. In the event of illegal or environmentally harmful activities on the part of the Storer or a breach of this Agreement (which, if it can be put right, Storer has failed to put right within 14 days of notice from STORAGE VAULT LIMITED to do so), STORAGE VAULT LIMITED may terminate the Agreement immediately by Notice. STORAGE VAULT LIMITED is entitled to retain from the Deposit, or make a charge for, apportioned Storage Fees if less than the requisite Notice is given by Storer. Storer must remove all Goods in the Unit before the close of business on the Termination Date and leave the Unit in a clean condition and in a good state of repair to the satisfaction of the STORAGE VAULT LIMITED. In the event that Goods and/or refuse are left in the Unit after the Termination Date, Conditions 6 and 19 will apply. Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to STORAGE VAULT LIMITED up to the Termination Date, or Conditions 5 to 9 may apply. Any calculation of the outstanding fees will be by STORAGE VAULT LIMITED. If STORAGE VAULT LIMITED enters the Unit for any reason and there are no Goods stored in it, STORAGE VAULT LIMITED may terminate the Agreement without giving prior Notice but will send Notice to Storer within 7 days.

36. Storer agrees to examine the Goods carefully on removal from the Unit and must notify STORAGE VAULT LIMITED of any loss or damage to the Goods as soon as is reasonably possible after doing so.

37. Liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

GENERAL:

38. STORAGE VAULT LIMITED may vary the Storage Fee or other terms of this Agreement and add new terms and conditions as long as such modifications are notified to Storer in writing. The

modified terms will take effect on the first Due Date occurring not less than 28 days after the date of STORAGE VAULT LIMITED's notice. Storer may terminate without charge before the change takes effect by giving notice in accordance with Condition 35. Otherwise, Storer's continued use of the Unit will be considered as acceptance of and agreement to the amended terms.

39. Storer acknowledges and agrees that : (a) the terms of this document constitute the whole contract with STORAGE VAULT LIMITED and, in entering this contract, Storer relies upon no representations, oral or otherwise, other than those contained in this Agreement; (b) it has raised all queries relevant to its decision to enter this Agreement with STORAGE VAULT LIMITED and STORAGE VAULT LIMITED has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of Storer; (c) any matters resulting from such queries have, to the extent required by Storer and agreed to by STORAGE VAULT LIMITED, been reduced to writing and incorporated into the terms of this Agreement; (d) if STORAGE VAULT LIMITED decides not to exercise or enforce any right that it has against Storer at a particular time, then this does not prevent STORAGE VAULT LIMITED from later deciding to exercise or enforce that right unless STORAGE VAULT LIMITED tells Storer in writing that STORAGE VAULT LIMITED has waived or given up its ability to do so; (e) it is not intended that anyone other than Storer and STORAGE VAULT LIMITED will have any rights under this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it; (f) if any court or competent authority decides that any of the provisions in this Agreement are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law; (g) Storer may not assign or transfer any of its rights under this Agreement or part with possession of the Unit or Goods whilst they are in the Facility; and (h) where Storer consists of two or more persons each person takes on the obligations under this Agreement separately.

40. This Agreement shall be governed by English law and any dispute or claim that either party brings will be decided by the Courts of England and Wales. The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for emergency interlocutory relief, that it has first offered to submit the dispute to mediation.

INSURED CONTRACTOR – If such insurance has been agreed to

41. We shall take out and maintain a contract of insurance in accordance with a Summary of Insurance document provided to Storer. This will provide cover for the Goods for the value stated as the full total replacement value of the Goods as new on the cover sheet. STORAGE VAULT LIMITED does not carry out any valuation of the Goods and is not responsible for ensuring that the full replacement value as new as stated by Storer in the cover sheet is an accurate or true valuation of the full replacement value as new of the Goods at any time. Storer is responsible for ensuring that insurance cover for the value of Goods insured is maintained at an adequate level throughout the period of this Agreement. If loss or damage occurs to the Goods as a result of any matter which may result in a claim under STORAGE VAULT LIMITED's insurance policy, after receipt from Storer of a written direction to notify a claim, STORAGE VAULT LIMITED will notify its insurer promptly of the claim. For the purposes of processing any such claim, Storer shall provide STORAGE VAULT LIMITED, STORAGE VAULT LIMITED's insurer or any agent of STORAGE VAULT LIMITED's insurer appointed to investigate such claim with such information and evidence as may reasonably be required in relation to the claim. STORAGE VAULT LIMITED shall pay or arrange for payment to Storer that part of any proceeds of any claim made by STORAGE VAULT LIMITED which relates to damage or loss to the Goods after deduction of any outstanding sums due to STORAGE VAULT LIMITED from Storer. In the event that We make a claim under Our insurance policy in respect of loss or damage to the Goods, Storer acknowledges that STORAGE VAULT LIMITED's liability to make any payments to Storer in relation to any such claim is restricted to payment to Storer of those sums that STORAGE VAULT LIMITED recover from its insurer under its insurance policy in relation to the Goods. Whilst STORAGE VAULT LIMITED will notify claims to its insurer, STORAGE VAULT LIMITED is not under any circumstances obliged to start or threaten to start any legal proceedings in relation to any such claim Nothing in this contract shall make or be deemed to make STORAGE VAULT LIMITED agent of the Storer. If Storer fails to pay any insurance charges then any insurance cover in respect of the Goods will cease immediately from the date such charges are due.

Storer's signature